

## Eastern District of Pennsylvania

## Notice of Electronic Claims Filing

The following transaction was received from NICHOLAS, BRIAN on 4/13/2023 at 5:51 PM EST

[File another claim](#)

**Case Name:** Jarred E. Fox  
**Case Number:** [23-10328-pmm](#)  
MidFirst Bank  
**Creditor Name:** 999 NorthWest Grand Boulevard  
Oklahoma City, OK 73118  
**Claim Number:** [6](#) [Claims Register](#)  
**Amount Claimed:** \$180,775.97  
**Amount Secured:** \$180775.97  
**Amount Priority:**

The following document(s) are associated with this transaction:

**Document description:**Main Document

**Original filename:**POC Draft- Fox.pdf

**Electronic document Stamp:**

[STAMP bkecfStamp\_ID=1008166204 [Date=4/13/2023] [FileNumber=31246238-0] [327a21c4ee6fa131bcbafc51088131723d8438ff2a420c8fa26b6cbc56caea5a8d9f67577ae39f4def327f2bbc22cd13e47c00958a49c2ee6ae555b68f49c943]]

**Document description:**Exhibit 410a Payment History

**Original filename:**C:\fakepath\410a- Fox.pdf

**Electronic document Stamp:**

[STAMP bkecfStamp\_ID=1008166204 [Date=4/13/2023] [FileNumber=31246238-1] [78746f3ce3ff10eac6ff055fcf2eaf968d556c3ea070210f0442d6142ce11083ecac4877621fee0208967a64ca87c29228d93de4620cf738efa3eaf72919571c]]

**Document description:**Exhibit Escrow Analysis

**Original filename:**C:\fakepath\EA- Fox.pdf

**Electronic document Stamp:**

[STAMP bkecfStamp\_ID=1008166204 [Date=4/13/2023] [FileNumber=31246238-2] [7acceca9b3f8073c623194b7ffc4adf5701903ecdde9cd3e1f99cc2aedfe1e1fa46cb008d26cffeaa2a53e3a86e3523330f33459283c45520d4ae303575513209c]]

**Document description:**Exhibit Loan Documents

Original filename: C:\fakepath\Loan Documents- Fox.pdf  
Exhibit - Proof of Claim Page 2 of 41

**Electronic document Stamp:**

[STAMP bkecfStamp\_ID=1008166204 [Date=4/13/2023] [FileNumber=31246238-3] [693b053041049701c1b3d33e35cce0dbe1593d92e5892d6b38e0d0bc5c35dfaad7603ce28d308b2b9a9747d5a6702f6741d43045aa553947e300ab97fb05a824]]

**23-10328-pmm Notice will be electronically mailed to:**

MICHAEL PATRICK FARRINGTON on behalf of Creditor MIDFIRST BANK  
mfarrington@kmlawgroup.com

LORRAINE GAZZARA DOYLE on behalf of Creditor Broker Solutions Inc. dba New American Funding  
ldoyle@logs.com, cistewart@logs.com; LOGSECF@logs.com

ALAINE V. GRBACH on behalf of Debtor Jarred E. Fox  
avgrbach@aol.com

United States Trustee  
USTPRegion03.PH.ECF@usdoj.gov

SCOTT F. WATERMAN [Chapter 13]  
ECFMail@ReadingCh13.com

**23-10328-pmm Notice will not be electronically mailed to:**

Fill in this information to identify the case:

Debtor 1 Jarred E. Fox  
(Spouse, if filing)

United States Bankruptcy Court for the EASTERN District of Pennsylvania

Case number 23-10328 PMM

Official Form 410

Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?

**MIDFIRST BANK**

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor

2. Has this claim been acquired from someone else?

☐ No

☒ Yes. From whom? The Money Source, Inc.

3. Where should notices and payments to the creditor be sent?

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?

**MidFirst Bank**

Name

**999 NorthWest Grand Boulevard**

Number Street

**Oklahoma City, OK 73118**

City State Zip Code

**1-800-654-4566**

Contact phone

Contact Email

Where should payments to the creditor be sent? (if different)

Name

Number

Street

City

State

Zip Code

Contact phone

Contact Email

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. Does this claim amend one already filed?

☒ No

☐ Yes. Claim number on court claims registry (if known)

Filed on

MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

☒ No

☐ Yes. Who made the earlier filing?

**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor	<b>8478</b>
7. How much is this claim? <u>\$180,775.97</u>	Does this amount include interest or other charges? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001 (c)(2)(A).	
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.  <b>Money Loaned</b> _____	
9. Is all or part of the claim secured?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. The claim is secured by a lien on property. <b>Nature of property: <u>94 East Church Street Stevens, PA 17578</u></b>  <input checked="" type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____  <b>Basis for perfection: <u>Deed of Trust, Mortgage, Note</u></b> Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  <b>Value of property:</b> \$ _____ <b>Amount of the claim that is secured: <u>\$180,775.97</u></b>  <b>Amount of the claim that is unsecured:</b> \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)  <b>Amount necessary to cure any default as of the date of the petition: <u>\$18,057.24</u></b>  <b>Annual Interest Rate</b> (when case was filed) <u>2.7500%</u>  <input checked="" type="checkbox"/> Fixed <input type="checkbox"/> Variable	
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____	
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____	

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check all that apply:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B)

☐ Up to \$3,350\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

☐ Wages, salaries, or commissions (up to \$15,150\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

Amount entitled to priority

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

**Part 3: Sign Below**

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date **04/13/2023**  
MM / DD / YYYY

**/s/ Brian C. Nicholas**

Signature

Print the name of the person who is completing and signing this claim:

Name **Brian C. Nicholas** Middle name Last name  
First name

Title **Bankruptcy Attorney**

Company **KML Law Group, P.C.**

Identify the corporate servicer as the company if the authorized agent is a servicer.

Address **701 Market Street, Suite 5000**  
Number Street

**Philadelphia**

City

**PA**

State

**19106**

ZIP Code

Contact phone **201-549-5366**

Email **bnicholas@kmlawgroup.com**

**IN THE UNITED STATES BANKRUPTCY COURT**  
**FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

Jarred E. Fox

Debtor(s)

CHAPTER 13

NO. 23-10328 PMM

**CERTIFICATE OF SERVICE**

I, the undersigned, attorney for MIDFIRST BANK do hereby certify that true and correct copies of the foregoing Proof of Claim have been served April 13, 2023, by electronic filing upon those listed below:

Attorney for Debtor(s)  
ALAINE V. GRBACH  
Alaine V. Grbach, Esquire  
675 Estelle Drive  
Lancaster, PA 17601

***Bankruptcy Trustee***

Scott F. Waterman  
2901 St. Lawrence Ave.  
Suite 100  
Reading, PA 19606

Date: April 13, 2023

**/s/ Brian C. Nicholas**

Brian C. Nicholas  
Attorney I.D. 317240  
KML Law Group, P.C.  
BNY Mellon Independence Center  
701 Market Street, Suite 5000  
Philadelphia, PA 19106  
201-549-5366  
bnicholas@kmlawgroup.com

Part 1: Mortgage and Case Information			Part 2: Total Debt Calculation			Part 3: Arrearage as of Date of the Petition			Part 4: Monthly Mortgage Payment							
Case Number	23-10328	Principal Balance:	169,980.06	Principal & Interest Due:	7,936.72	Principal & Interest:	721.52									
Debtor 1	JARRED E FOX	Interest Due:	4,341.47	Prepetition Fees Due:	4,184.63	Monthly Escrow:	458.26									
Debtor 2	0	Fees, Costs Due:	4,184.63	Escrow Deficiency for Funds Advanced:	3,269.81	Private Mortgage Insurance:	119.10									
Last 4 Digits to Identify	xxxx8478			Advanced:	3,269.81											
Creditor	MidFirst Bank	Escrow Deficiency for Funds Advanced:	3,269.81	Projected Escrow Shortage:	3,666.08	Total Monthly Payment:	1,298.88									
Servicer	MidFirst Bank	Less Total Funds On Hand:	1,000.00	Less Funds On Hand:	1,000.00											
Fixed Accrual/Daily		Deferred Balance:	0.00			Next Due Date:	3/1/2023									
Simple Interest/Other	Fixed	Total Debt:	180,775.97	Total Prepetition Arrearage:	18,057.24											
Part 5: Loan Payment History from First Date of Default																
Account Activity							How Funds Were Applied/Amount Incurred					Balance After Amount Received or Incurred				
A. Date	B. Contractual Payment Amount	C. Funds Received	D. Amount Incurred	E. Description	F. Contractual Due Date	G. Prin, Int & Esc Past Due Balance	H. Amount to Principal	I. Amount to Interest	J. Amount to Escrow	K. Amount to Fees or Charges	L. Unapplied Funds	M. Principal Balance	N. Accrued Interest Balance	O. Escrow Balance	P. Fees/ Charges Balance	Q. Unapplied Funds Balance
6/1/2021	1,257.78			Contractual Payment Due	6/1/2021	1257.78						173287.75		2991.53	0.00	0.00
6/1/2021			20.00	Billed - Inspection Fee		1257.78				20.00		173287.75		2991.53	20.00	0.00
6/4/2021				MIP Paid		1257.78			-121.82			173287.75		2869.71	20.00	0.00
6/16/2021			28.86	Late Fees		1257.78				28.86		173287.75		2869.71	48.86	0.00
7/1/2021	1,257.78			Contractual Payment Due	7/1/2021	2515.56						173287.75		2869.71	48.86	0.00
7/2/2021				MIP Paid		2515.56			-121.82			173287.75		2747.89	48.86	0.00
7/12/2021				Taxes Paid		2515.56			-2,610.66			173287.75		137.23	48.86	0.00
7/16/2021			28.86	Late Fees		2515.56				28.86		173287.75		137.23	77.72	0.00
7/28/2021		1300.00		Funds Received		2515.56						173287.75		137.23	77.72	0.00
7/28/2021				Payments Posting	*6/01/2021	1257.78	324.40	397.12	536.26			172963.35		673.49	77.72	0.00
7/28/2021				Suspense Transaction		1257.78					42.22	172963.35		673.49	77.72	42.22
8/1/2021	1,257.78			Contractual Payment Due	8/1/2021	2515.56						172963.35		673.49	77.72	42.22
8/2/2021			20.00	Billed - Inspection Fee		2515.56				20.00		172963.35		673.49	97.72	42.22
8/4/2021				MIP Paid		2515.56			-119.10			172963.35		554.39	97.72	42.22
8/10/2021				Taxes Paid		2515.56			-674.98			172963.35		-120.59	97.72	42.22
8/16/2021			28.86	Late Fees		2515.56				28.86		172963.35		-120.59	126.58	42.22
9/1/2021	1,188.79			Contractual Payment Due	9/1/2021	3704.35						172963.35		-120.59	126.58	42.22
9/3/2021				MIP Paid		3704.35			-119.10			172963.35		-239.69	126.58	42.22
9/14/2021			20.00	Billed - Inspection Fee		3704.35				20.00		172963.35		-239.69	146.58	42.22
9/16/2021			28.86	Late Fees		3704.35				28.86		172963.35		-239.69	175.44	42.22
10/1/2021	1,188.79			Contractual Payment Due	10/1/2021	4893.14						172963.35		-239.69	175.44	42.22
10/4/2021				MIP Paid		4893.14			-119.10			172963.35		-358.79	175.44	42.22
10/15/2021			20.00	Billed - Inspection Fee		4893.14				20.00		172963.35		-358.79	195.44	42.22
10/18/2021			28.86	Late Fees		4893.14				28.86		172963.35		-358.79	224.30	42.22
11/1/2021	1,245.04			Contractual Payment Due	11/1/2021	6138.18						172963.35		-358.79	224.30	42.22
11/4/2021				MIP Paid		6138.18			-119.10			172963.35		-477.89	224.30	42.22
11/16/2021			28.86	Late Fees		6138.18				28.86		172963.35		-477.89	253.16	42.22
11/18/2021			20.00	Billed - Inspection Fee		6138.18				20.00		172963.35		-477.89	273.16	42.22
12/1/2021	1,245.04			Contractual Payment Due	12/1/2021	7383.22						172963.35		-477.89	273.16	42.22
12/3/2021				MIP Paid		7383.22			-119.10			172963.35		-596.99	273.16	42.22
12/16/2021			28.86	Late Fees		7383.22				28.86		172963.35		-596.99	302.02	42.22
12/17/2021			20.00	Billed - Inspection Fee		7383.22				20.00		172963.35		-596.99	322.02	42.22
1/1/2022	1,245.04			Contractual Payment Due	1/1/2022	8628.26						172963.35		-596.99	322.02	42.22
1/4/2022				MIP Paid		8628.26			-119.10			172963.35		-716.09	322.02	42.22
1/18/2022			28.86	Late Fees		8628.26				28.86		172963.35		-716.09	350.88	42.22
1/21/2022			20.00	Billed - Inspection Fee		8628.26				20.00		172963.35		-716.09	370.88	42.22
2/1/2022	1,245.04			Contractual Payment Due	2/1/2022	9873.30						172963.35		-716.09	370.88	42.22
2/4/2022				MIP Paid		9873.30			-119.10			172963.35		-835.19	370.88	42.22
2/16/2022			28.86	Late Fees		9873.30				28.86		172963.35		-835.19	399.74	42.22
2/18/2022			20.00	Billed - Inspection Fee		9873.30				20.00		172963.35		-835.19	419.74	42.22
2/23/2022				MIP Paid		9873.30			-150.42			172963.35		-985.61	419.74	42.22
3/1/2022	1,245.04			Contractual Payment Due	3/1/2022	11118.34						172963.35		-985.61	419.74	42.22
3/4/2022				MIP Paid		11118.34			-119.10			172963.35		-1104.71	419.74	42.22
3/16/2022			28.86	Late Fees		11118.34				28.86		172963.35		-1104.71	448.60	42.22
3/21/2022		11525.86		Funds Received		11118.34						172963.35		-1104.71	448.60	42.22
3/21/2022				Suspense Transaction		11118.34						172963.35		-1104.71	448.60	11568.08
3/21/2022				Payments Posting	*7/01/2021	9860.56	325.15	396.37	536.26			172638.20		-568.45	448.60	10310.30
3/21/2022				Payments Posting	*8/01/2021	8602.78	325.89	395.63	536.26			172312.31		-32.19	448.60	9052.52
3/21/2022				Payments Posting	*9/01/2021	7413.99	326.64	394.88	467.27			171985.67		435.08	448.60	7863.73
3/21/2022				Payments Posting	*10/01/2021	6225.20	327.39	394.13	467.27			171658.28		902.35	448.60	6674.94
3/21/2022				Payments Posting	*11/01/2021	4980.16	328.14	393.38	523.52			171330.14		1425.87	448.60	5429.90
3/21/2022				Payments Posting	*12/01/2021	3735.12	328.89	392.63	523.52			171001.25		1949.39	448.60	4184.86
3/21/2022				Payments Posting	*1/01/2022	2490.08	329.64	391.88	523.52			170671.61		2472.91	448.60	2939.82
3/21/2022				Payments Posting	*2/01/2022	1245.04	330.40	391.12	523.52			170341.21		2996.43	448.60	1694.78
3/21/2022				Payments Posting	*3/01/2022	0.00	331.15	390.37	523.52			170010.06		3519.95	448.60	449.74

A. Date	B. Contractual Payment Amount	C. Funds Received	D. Amount Incurred	E. Description	F. Contractual Due Date	G. Prin, Int & Esc Past Due Balance	H. Amount to Principal	I. Amount to Interest	J. Amount to Escrow	K. Amount to Fees or Charges	L. Unapplied Funds	M. Principal Balance	N. Accrued Interest Balance	O. Escrow Balance	P. Fees/ Charges Balance	Q. Unapplied Funds Balance
3/21/2022			-247.52	Late Fees		0.00				-247.52	-247.52	170010.06		3519.95	201.08	202.22
3/21/2022			-160.00	Fees Paid		0.00				-160.00	-160.00	170010.06		3519.95	41.08	42.22
3/21/2022			-28.86	Late Fees		0.00				-28.86		170010.06		3519.95	12.22	42.22
3/22/2022			250.00	Billed -FC Title Cost		0.00				250.00		170010.06		3519.95	262.22	42.22
3/22/2022			-12.22	Late Fees		0.00				-12.22	-12.22	170010.06		3519.95	250.00	30.00
3/22/2022				Principal Curtailment		0.00	30.00				-30.00	169980.06		3519.95	250.00	0.00
3/24/2022			705.00	Billed - FC Attorney Fee		0.00				705.00		169980.06		3519.95	955.00	0.00
3/28/2022				Taxes Paid		0.00			-166.46			169980.06		3353.49	955.00	0.00
3/28/2022				Taxes Paid		0.00			-660.31			169980.06		2693.18	955.00	0.00
4/1/2022	1,245.04			Contractual Payment Due	4/1/2022	1245.04						169980.06		2693.18	955.00	0.00
4/4/2022				MIP Paid		1245.04			-119.10			169980.06		2574.08	955.00	0.00
4/18/2022			28.86	Late Fees		1245.04				28.86		169980.06		2574.08	983.86	0.00
5/1/2022	1,245.04			Contractual Payment Due	5/1/2022	2490.08						169980.06		2574.08	983.86	0.00
5/4/2022				MIP Paid		2490.08			-119.10			169980.06		2454.98	983.86	0.00
5/16/2022			28.86	Late Fees		2490.08				28.86		169980.06		2454.98	1012.72	0.00
5/27/2022				Insurance Paid		2490.08			-1,275.00			169980.06		1179.98	1012.72	0.00
6/1/2022	1,245.04			Contractual Payment Due	6/1/2022	3735.12						169980.06		1179.98	1012.72	0.00
6/3/2022				MIP Paid		3735.12			-119.10			169980.06		1060.88	1012.72	0.00
6/13/2022			20.00	Billed - Inspection Fee		3735.12				20.00		169980.06		1060.88	1032.72	0.00
6/16/2022			28.86	Late Fees		3735.12				28.86		169980.06		1060.88	1061.58	0.00
6/30/2022			20.00	Billed - Inspection Fee		3735.12				20.00		169980.06		1060.88	1081.58	0.00
7/1/2022	1,245.04			Contractual Payment Due	7/1/2022	4980.16						169980.06		1060.88	1081.58	0.00
7/5/2022				MIP Paid		4980.16			-119.10			169980.06		941.78	1081.58	0.00
7/18/2022				Taxes Paid		4980.16			-697.93			169980.06		243.85	1081.58	0.00
7/18/2022				Taxes Paid		4980.16			-2,699.42			169980.06		-2455.57	1081.58	0.00
7/18/2022			28.86	Late Fees		4980.16				28.86		169980.06		-2455.57	1110.44	0.00
7/27/2022		1000.00		Funds Received		4980.16						169980.06		-2455.57	1110.44	0.00
7/27/2022				Suspense Transaction		4980.16					1000.00	169980.06		-2455.57	1110.44	1000.00
8/1/2022	1,245.04			Contractual Payment Due	8/1/2022	6225.20						169980.06		-2455.57	1110.44	1000.00
8/4/2022				MIP Paid		6225.20			-116.32			169980.06		-2571.89	1110.44	1000.00
8/11/2022			20.00	Billed - Inspection Fee		6225.20				20.00		169980.06		-2571.89	1130.44	1000.00
8/16/2022			28.86	Late Fees		6225.20				28.86		169980.06		-2571.89	1159.30	1000.00
8/31/2022			20.00	Billed - Inspection Fee		6225.20				20.00		169980.06		-2571.89	1179.30	1000.00
9/1/2022	1,245.04			Contractual Payment Due	9/1/2022	7470.24						169980.06		-2571.89	1179.30	1000.00
9/2/2022				MIP Paid		7470.24			-116.32			169980.06		-2688.21	1179.30	1000.00
9/16/2022			28.86	Late Fees		7470.24				28.86		169980.06		-2688.21	1208.16	1000.00
9/29/2022			75.00	Billed - FC Title Cost		7470.24				75.00		169980.06		-2688.21	1283.16	1000.00
10/1/2022	1,245.04			Contractual Payment Due	10/1/2022	8715.28						169980.06		-2688.21	1283.16	1000.00
10/4/2022				MIP Paid		8715.28			-116.32			169980.06		-2804.53	1283.16	1000.00
10/6/2022			1360.00	Billed - FC Attorney Fee		8715.28				1360.00		169980.06		-2804.53	2643.16	1000.00
10/27/2022			20.00	Billed - Inspection Fee		8715.28				20.00		169980.06		-2804.53	2663.16	1000.00
10/28/2022			340.00	Billed - FC Attorney Fee		8715.28				340.00		169980.06		-2804.53	3003.16	1000.00
10/28/2022			248.25	Billed - FC Filing Cost		8715.28				248.25		169980.06		-2804.53	3251.41	1000.00
10/28/2022			250.00	Billed - FC Filing Cost		8715.28				250.00		169980.06		-2804.53	3501.41	1000.00
11/1/2022	1,377.18			Contractual Payment Due	11/1/2022	10092.46						169980.06		-2804.53	3501.41	1000.00
11/4/2022				MIP Paid		10092.46			-116.32			169980.06		-2920.85	3501.41	1000.00
11/17/2022			-114.50	Fees Waived		10092.46				-114.50		169980.06		-2920.85	3386.91	1000.00
11/25/2022			680.00	Billed - FC Attorney Fee		10092.46				680.00		169980.06		-2920.85	4066.91	1000.00
12/1/2022	1,377.18			Contractual Payment Due	12/1/2022	11469.64						169980.06		-2920.85	4066.91	1000.00
12/2/2022			20.00	Billed - Inspection Fee		11469.64				20.00		169980.06		-2920.85	4086.91	1000.00
12/2/2022				MIP Paid		11469.64			-116.32			169980.06		-3037.17	4086.91	1000.00
12/16/2022			28.86	Late Fees		11469.64				28.86		169980.06		-3037.17	4115.77	1000.00
12/22/2022			20.00	Billed - Inspection Fee		11469.64				20.00		169980.06		-3037.17	4135.77	1000.00
1/1/2023	1,377.18			Contractual Payment Due	1/1/2023	12846.82						169980.06		-3037.17	4135.77	1000.00
1/4/2023				MIP Paid		12846.82			-116.32			169980.06		-3153.49	4135.77	1000.00
1/17/2023			28.86	Late Fees		12846.82				28.86		169980.06		-3153.49	4164.63	1000.00
2/1/2023	1,377.18			Contractual Payment Due	2/1/2023	14224.00						169980.06		-3153.49	4164.63	1000.00
2/3/2023			20.00	Billed - Inspection Fee		14224.00				20.00		169980.06		-3153.49	4184.63	1000.00
2/3/2023				MIP Paid		14224.00			-116.32			169980.06		-3269.81	4184.63	1000.00





# MIDLAND MORTGAGE

A division of MidFirst Bank

Mortgagor Name: JARRED E FOX  
Case Number: 23-10328

Bankruptcy Filing Date: 2/3/2023

## Pre-Petition Escrow Account Statement

(for the purpose of calculating the pre-petition escrow shortage or surplus)

Escrow Balance Analysis		Escrow Payment Analysis	
Anticipated Low Point Balance	\$ 267.91	Principal and Interest	\$ 721.52
Less: Required Low Point Balance	\$ 916.52	Escrow Deposit	\$ 458.26
<b>Total Shortage</b>	<b>\$ (648.61)</b>	Mortgage Insurance Premiums	\$ 119.10
Current Escrow Balance	\$ (3,269.81)	Optional Insurance	\$ -
Less: Unpaid Items	\$ -	Deficiency	\$ -
Plus: Required Escrow Deposits	\$ 6,287.28	Surplus Reductions	\$ -
<b>Anticipated Escrow Balance</b>	<b>\$ 3,017.47</b>	Rounding Amount	\$ -
Anticipated Escrow Balance	\$ 3,017.47	Less Buydown/Asst Amount	\$ -
Plus: Total Shortage	\$ (648.61)	<b>Total Payment*</b>	<b>\$ 1,298.88</b>
<b>Required Balance</b>	<b>\$ 3,666.08</b>	<b>Post-Petition Due Date:</b>	<b>3/1/2023</b>

## Projected Account History

Month	Amount Paid In	Amount Paid Out	Description	Anticipated	Required
				<b>3,017.47</b>	<b>3,666.08</b>
MAR 23	577.36	119.10	MIP PAID TO HUD	3,475.73	4,124.34
APR 23	577.36	119.10	MIP PAID TO HUD	3,933.99	4,582.60
APR 23	-	660.31	CITY/TOWNSHIP TAX	3,273.68	3,922.29
APR 23	-	166.46	CITY/TOWNSHIP TAX	3,107.22	3,755.83
MAY 23	577.36	119.10	MIP PAID TO HUD	3,565.48	4,214.09
JUN 23	577.36	119.10	MIP PAID TO HUD	4,023.74	4,672.35
JUN 23	-	1,275.00	HAZARD	2,748.74	3,397.35
JUL 23	577.36	119.10	MIP PAID TO HUD	3,207.00	3,855.61
AUG 23	577.36	119.10	MIP PAID TO HUD	3,665.26	4,313.87
AUG 23	-	2,699.42	CITY/TOWNSHIP TAX	965.84	1,614.45
AUG 23	-	697.93	CITY/TOWNSHIP TAX	267.91	916.52
SEP 23	577.36	119.10	MIP PAID TO HUD	726.17	1,374.78
OCT 23	577.36	119.10	MIP PAID TO HUD	1,184.43	1,833.04
NOV 23	577.36	119.10	MIP PAID TO HUD	1,642.69	2,291.30
DEC 23	577.36	119.10	MIP PAID TO HUD	2,100.95	2,749.56
JAN 24	577.36	119.10	MIP PAID TO HUD	2,559.21	3,207.82
FEB 24	577.36	119.10	MIP PAID TO HUD	3,017.47	3,666.08

\*If the pre-petition escrow account statement results in an escrow shortage, the shortage will be included in the proof of claim. A post petition analysis will be conducted and the new payment will not include a pre-petition shortage.



A division of MidFirst Bank

YOUR LOAN NUMBER : [REDACTED]

## \*\*\* POC DISCLOSURE ESCROW ACCOUNT HISTORY \*\*\*

DATE	TRANSACTION TYPE	AMOUNT	ESC BAL
3/28/2022	PROPERTY TAX PAYMENT	(\$166.46)	\$3,353.49
3/28/2022	PROPERTY TAX PAYMENT	(\$660.31)	\$2,693.18
4/4/2022	MORTGAGE INSURANCE PREMIUM	(\$119.10)	\$2,574.08
5/4/2022	MORTGAGE INSURANCE PREMIUM	(\$119.10)	\$2,454.98
5/27/2022	PROPERTY INSURANCE PAYMENT	(\$1,275.00)	\$1,179.98
6/3/2022	MORTGAGE INSURANCE PREMIUM	(\$119.10)	\$1,060.88
7/5/2022	MORTGAGE INSURANCE PREMIUM	(\$119.10)	\$941.78
7/18/2022	PROPERTY TAX PAYMENT	(\$697.93)	\$243.85
7/18/2022	PROPERTY TAX PAYMENT	(\$2,699.42)	(\$2,455.57)
8/4/2022	MORTGAGE INSURANCE PREMIUM	(\$116.32)	(\$2,571.89)
9/2/2022	MORTGAGE INSURANCE PREMIUM	(\$116.32)	(\$2,688.21)
10/4/2022	MORTGAGE INSURANCE PREMIUM	(\$116.32)	(\$2,804.53)
11/4/2022	MORTGAGE INSURANCE PREMIUM	(\$116.32)	(\$2,920.85)
12/2/2022	MORTGAGE INSURANCE PREMIUM	(\$116.32)	(\$3,037.17)
1/4/2023	MORTGAGE INSURANCE PREMIUM	(\$116.32)	(\$3,153.49)
2/3/2023	MORTGAGE INSURANCE PREMIUM	(\$116.32)	(\$3,269.81)

NOTE

July 2, 2020  
[Date]

Tustin,  
[City]

California  
[State]

94 E Church St., Stevens, PA 17578  
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. **\$176,739.00** (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is **Broker Solutions, Inc. dba New American Funding, a Corporation.**

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of **2.750 %**.

The interest rate required by this Section 2 is the rate I will pay both before and after any Survival Event as defined in this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the **1st** day of each month beginning on **August 1, 2020**.

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest and any other items in the order described in the Security Instrument before Principal. If, on **July 1, 2050**,

I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date." I will continue to pay those amounts both before and after any Survival Event as defined in this Note, until I have paid all of the principal and interest and any other charges described below that I may owe under this Note.

I will make my monthly payments at **P.O.Box 650076  
Dallas, TX 75265-0076**

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. **\$721.52**.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

**6. BORROWER'S FAILURE TO PAY AS REQUIRED**

**(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of **15** calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be **4.000 %** of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

**(C) Notice of Default**

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

**(D) No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees. I will pay the Note Holder back for those expenses paid by the Note Holder both before and after any Survival Event as defined in this Note.

**7. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

**8. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

**9. WAIVERS**

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

**10. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.


If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.




**11. EFFECT OF SURVIVAL EVENTS**

For purposes of this Note, "Survival Event" is defined as follows:

- (a) any default described in Section 6(B) of this Note;
- (b) Noteholder requiring me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount under Section 6(C) of this Note;
- (c) Noteholder requiring immediate payment in full of all sums secured by the Security Instrument;
- (d) the Maturity Date as defined in this Note;
- (e) the entry of any judgment against me under this Note; and
- (f) the entry of any judgment under the Security Instrument.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

  
\_\_\_\_\_  
JARRED FOX (Seal)

Lender: Broker Solutions, Inc.dba New American Funding  
NMLS ID:   
Broker:  
NMLS ID:   
Loan Originator: Garry Seidel  
NMLS ID: 

WITHOUT RECOURSE, PAY TO THE ORDER OF:

**MIDFIRST BANK**

BROKER SOLUTIONS, INC.  
dba NEW AMERICAN FUNDING  
TUSTIN, CA

BY:   
\_\_\_\_\_  
ENRICO ARVIELO, CEO

[Sign Original Only]

When recorded, return to:  
First American Mortgage Solutions  
c/o New American Funding Post  
Closing  
1795 International Way  
Idaho Falls , ID 83402

This document was prepared by:  
Broker Solutions, Inc.dba New  
American Funding  
14511 Myford Road, Suite 100  
Tustin, CA 92780

[Space Above This Line For Recording Data]

## MORTGAGE

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 19 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 15.

(A) "**Security Instrument**" means this document, which is dated  
**July 2, 2020,** together with all Riders to this document.

(B) "Borrower" is JARRED FOX, AN UNMARRIED MA 

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the mortgagee under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has a mailing address of P.O. Box 2026, Flint, MI 48501-2026, and a street address of 1901 E Voorhees Street, Suite C, Danville, IL 61834. The MERS telephone number is (888) 679-MERS.

(D) "Lender" is **Broker Solutions, Inc.dba New American Funding.**

Lender is **a Corporation,** organized and existing  
under the laws of **California.**

Lender's address is **14511 Myford Road, Suite 100, Tustin, CA 92780.**

(E) "Note" means the promissory note signed by Borrower and dated  
**July 2, 2020.**

The Note states that Borrower owes Lender **ONE  
HUNDRED SEVENTY SIX THOUSAND SEVEN HUNDRED THIRTY NINE AND  
NO/100\*\*\*\*\*** Dollars (U.S. **\$176,739.00** )  
plus interest. Borrower has promised to pay this debt in regular Periodic Payments and  
to pay the debt in full not later than **July 1, 2050.**

(F) "Property" means the property that is described below under the heading "Transfer  
of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, late charges due under  
the Note, and all sums due under this Security Instrument, **plus interest.**

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower.  
The following Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider ☐ Condominium Rider ☐ Planned Unit Development Rider  
☐ Other(s) [specify]

[REDACTED]

(I) **"Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) **"Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) **"Escrow Items"** means those items that are described in Section 3.

(M) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) **"Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) **"Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) **"Secretary"** means the Secretary of the United States Department of Housing and Urban Development or his designee.

(R) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's



[REDACTED]

covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the

**County** of **Lancaster**

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]:

**SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF  
AS "EXHIBIT A".**

**APN #:** [REDACTED]

which currently has the address of **94 E Church St., Stevens,**

**Pennsylvania 17578** ("Property Address"):

[Street] [City]

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

PENNSYLVANIA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3039 1/01 (rev. 2/16)


Modified by Ellie Mae, Inc. for FHA 9/2014 (HUD Handbook 4000.1)

Ellie Mae, Inc.

Page 4 of 22

Initials: **JF**  
[REDACTED]

[REDACTED]

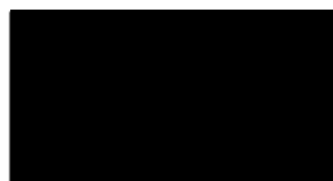
BORROWER COVENANTS that Borrower is lawfully  conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

**1. Payment of Principal, Interest, Escrow Items, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 14. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.



**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority:

First, to the Mortgage Insurance premiums to be paid by Lender to the Secretary or the monthly charge by the Secretary instead of the monthly mortgage insurance premiums;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and,

Fifth, to late charges due under the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, to be paid by Lender to the Secretary or the monthly charge by the Secretary instead of the monthly Mortgage Insurance premiums. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any

[REDACTED]

or all Escrow Items at any time by a notice given in accordance with Section 14 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation

[REDACTED]

secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.


If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

[REDACTED]

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 24 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

  
**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that this requirement shall cause undue hardship for the Borrower or unless extenuating circumstances exist which are beyond Borrower's control.

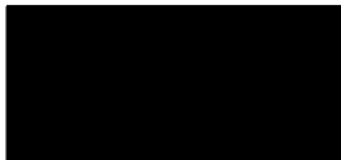
**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

If condemnation proceeds are paid in connection with the taking of the property, Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts, and then to payment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments or change the amount of such payments.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect





[REDACTED]

Lender's interest in the Property and/or rights under this Security Instrument, including proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay



[REDACTED]

Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of

[REDACTED]

Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 17, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 19) and benefit the successors and assigns of Lender.

**13. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. Lender may collect fees and charges authorized by the Secretary. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

[REDACTED]

If the Loan is subject to a law which sets maximum [REDACTED] finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment with no changes in the due date or in the monthly payment amount unless the Note holder agrees in writing to those changes. Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**14. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**15. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the male gender shall include and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**16. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**17. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 17, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to reinstatement of a mortgage. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. However, Lender is not required to reinstate if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceedings; (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument. Lender may require that Borrower pay such

[REDACTED]

reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 17.

**19. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

**20. Borrower Not Third-Party Beneficiary to Contract of Insurance.** Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower acknowledges and agrees that the Borrower is not a third party beneficiary to the contract of insurance between the Secretary and Lender, nor is Borrower entitled to enforce any agreement between Lender and the Secretary, unless explicitly authorized to do so by Applicable Law.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

[REDACTED]

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

**22. Grounds for Acceleration of Debt.**

**(a) Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

**(b) Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but



his or her credit has not been approved in accordance with the requirements of the Secretary.

**(c) No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

**(d) Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

**(e) Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

**23. Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Section 23.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially

[REDACTED]

appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

**24. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 17 unless Applicable Law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 24, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by Applicable Law.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Section 22, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq. ) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Section 24 or applicable law.

**25. Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

**26. Waivers.** Borrower, to the extent permitted by Applicable Law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of



[REDACTED]  
execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

**27. Reinstatement Period.** Borrower's time to reinstate provided in Section 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

**28. Purchase Money Mortgage.** If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

**29. Effect of Survival Events.** Both before and after any Survival Event, as defined below, Borrower shall:

- (a) pay Funds for Escrow Items or pay Escrow Items directly as provided in Section 3 of this Security Instrument;
- (b) pay the amounts and take the actions required by Section 4 of this Security Instrument;
- (c) maintain insurance coverages and take the other actions required by Section 5 of this Security Instrument;
- (d) maintain, repair and restore the Property and take the other actions required by Section 7 of this Security Instrument;
- (e) if this Security Instrument is on a leasehold, comply with all the provisions of the lease;
- (f) treat any amounts disbursed by Lender under Section 9 of this Security Instrument as additional debt of Borrower secured by this Security Instrument;
- (g) permit the collection and application of miscellaneous proceeds as required by Section 10 of this Security Instrument;
- (h) pay the fees required by Section 13 of this Security Instrument;
- (i) continue to abide by the restrictions and take the actions required by Section 21 of this Security Instrument;
- (j) pay any collection expenses under Section 24 of this Security Instrument; and
- (k) pay interest at the rate payable from time to time under the Note.

"Survival Event" means any of the following:

- (a) any default described in the Note;
- (b) Lender requiring Borrower to pay immediately the full amount of Principal which has not been paid and all the interest that Borrower owes on that amount under the Note;
- (c) Lender requiring immediate payment in full of all sums secured by this Security Instrument as described in the Note and Sections 17 and 24 of this Security Instrument;
- (d) the Maturity Date as defined in the Note;
- (e) the entry of any judgment against Borrower under the Note; and
- (f) the entry of any judgment under this Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

  
JARRED FOX  
7/2/20 (Seal)  
DATE

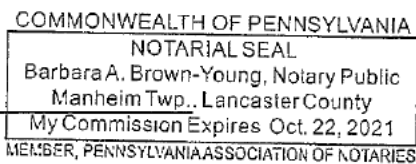
State of PENNSYLVANIA  
County of LANCASTER

This record was acknowledged before me on this, the 2<sup>nd</sup> day of July,  
2020, by JARRED FOX.


  
Signature of Notarial Officer  
(STAMP)

Title of Officer \_\_\_\_\_


My commission expires \_\_\_\_\_



Lender: Broker Solutions, Inc.dba New American Funding

NMLS ID: 

Broker:

NMLS ID: 

Loan Originator: Garry Seidel

NMLS ID: 

Certificate of Residence

I, Barb Brown-Young, do hereby certify  
that the correct address of the within-named Mortgagee is P.O. Box 2026, Flint, MI 48501-2026.

Witness my hand this 2<sup>nd</sup> day of July, 2020

Barb Brown-Young  
Agent of Mortgagee

## Exhibit A

### TRACT NO. 1

ALL THAT CERTAIN messuage and tract of land, situate in the Township of East Cocalico, County of Lancaster and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the northwest corner thereof, appoint in the road or highway leading from Reamstown to Hahnstown, said point being located fourteen (14) feet southward from a corner between land now or late of Melvin Weise and Helen Weise and now or late of John C. Fause, thence by a strip of land now or late of Melvin Weiss and Helen Weiss, North sixty-seven (67) degrees and forty-five (45) minutes East, one hundred twenty-seven (127.00) feet to a point in the west side of the creek, and one (1) foot east from the east side of a concrete wall; thence along the west side of said creek along said wall, one (1) foot east thereof, South eighteen (18) degrees and twelve (12) minutes East, one hundred sixty-five (165.00) feet to a point in said creek; thence leaving the creek, crossing an iron pin at the west side of said creek, by land now or late of the said Melvin Weise, South seventy-four (74) degrees and three (03) minutes West, one hundred twenty-four and five tenths (124.5) feet to a point in said Highway; thence along in same, North nineteen (19) degrees and fifteen (15) minutes West, one hundred fifty-three (153.00) feet to the place of BEGINNING.

CONTAINING seventy-three and five tenths (73.5) perches, as per survey made January 4, 1958 by Howard R. Ranck, R.S.

### TRACT NO. 2

ALL THAT CERTAIN small parcel of land, situate in East Cocalico Township, Lancaster County, Pennsylvania, bounded and described according to survey made in April 1968, by Howard H. Ranck, Registered Surveyor, as follows, to wit:

BEGINNING at a point in the highway leading from Hahnstown to Reamstown a corner of land of the Grantees; thence along in said highway, North nineteen (19) degrees fifteen (15) minutes West, fourteen (14) feet to a point in the highway; thence by land of John Faust, North seventy (70) degrees ten (10) minutes East, eighty (80) feet to an iron pin and North five (05) degrees forty-five (45) minutes West, forty-five (45) feet to an iron pin; thence by land of Harry Zimmerman, North seventy-four (74) degrees five (05) minutes East, thirty-five (35) feet to appoint; thence by land of the Grantees, South eighteen (18) degrees twelve (12) minutes West fifty (50) feet to an iron pin; thence by land of the Grantees, South sixty-seven (67) degrees forty-five (45) minutes West, one hundred twenty-seven (127.00) feet to the place of BEGINNING.

CONTAINING ten and one half (10 ½) perches.

### TRACT NO. 3

ALL THAT CERTAIN tract of land situate in the Township of East Cocalico, County of Lancaster and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin in the middle of the public road leading from Hahnstown to Reamstown; thence in an along the middle of said road North five (5) degrees West, fifty (50) feet to an iron pin and corner of land now or late of Reuben Zimmerman; thence along land now or late of Reuben Zimmerman, North seventy-five (75) degrees East, eighty (80) feet to an iron pin on line of land now or late of Reuben Zimmerman and corner of land now or late of John W.



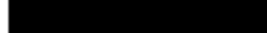
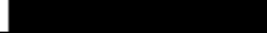
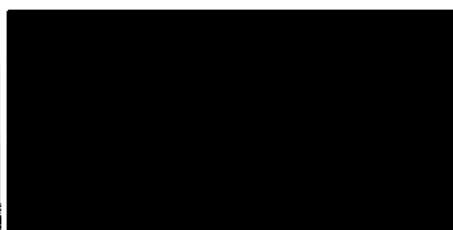
**Exhibit A**

*(continued)*

Miller; thence along land now or late of John W. Miller, South five (5) degrees East, forty-five (45) feet to an iron pin and corner of land now or late of John W. Miller; thence along land now or late of John W. Miller, South seventy-three (73) degrees West, eighty (80) feet to the place of BEGINNING.

CONTAINING thirteen and five tenths (13.5) perches of land.

EXCEPTING THEREFROM PREMISES which were taken thru Condemnation by Commonwealth of Pennsylvania, Department of Highways, in Record Book S-58, Page 519 and Record Book E-59, Page 2.

<b>Lancaster County</b> Ann M. Hess Recorder of Deeds 150 N. Queen Street Suite 315 Lancaster, PA 17603 Phone: 717-299-8238 Fax: 717-299-8393		0:13 PM	
		<b>LANCASTER COUNTY ROD</b>	
<b>OFFICIAL RECORDING COVER PAGE</b> <span style="float: right;">Page 1 of 25</span>			
<b>Document Type:</b> MORTGAGE - CORPORATE <b>Transaction Reference:</b> eSecureFile :  <b>Document Reference:</b>		<b>Transaction #:</b>  <b>Document Page Count:</b>  <b>Operator Id:</b> 	
<b>RETURN TO:</b> (Simplifile) Regal Abstract Lancaster - EAST COCALICO TOWNSHIP 600A Eden Rd Ste A Lancaster, PA 17601-4205 (717) 399-9600		<b>SUBMITTED BY:</b> Regal Abstract Lancaster - EAST COCALICO TOWNSHIP 600A Eden Rd Ste A Lancaster, PA 17601-4205	
<b>* PROPERTY DATA:</b> Parcel ID #:  Municipality: School District:			
<b>* ASSOCIATED DOCUMENT(S):</b>			
<b>FEES / TAXES:</b> RECORDING FEE: MORTGAGE - CORPORATE \$13.00 CRC #6544 \$2.00 RIF #6543 \$3.00 WRIT TAX \$0.50 AFF HSG #6557 \$11.50 PA SURCHARGE #6548 \$40.25 EXTRA PAGE FEE \$40.00 <b>Total:</b> \$110.25		INSTRUMENT # : 6531182 RECORDED DATE: 07/06/2020 02:20:13 PM  I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Lancaster County, Pennsylvania.   Ann M. Hess Recorder of Deeds	

**PLEASE DO NOT DETACH**  
**THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT**

NOTE: If document data differs from cover sheet, document data always controls.  
\*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT AFTER RECORDING FOR ADDITIONAL INFORMATION.

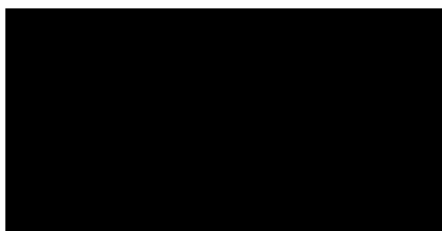
**Lancaster County**

Ann M. Hess  
Recorder of Deeds  
150 N. Queen Street  
Suite 315  
Lancaster, PA 17603  
Phone: 717-299-8238  
Fax: 717-299-8393



INSTRUMENT # : 6698964

RECORDED DATE: 08/19/2022 04:14:46 PM

**LANCASTER COUNTY ROD****OFFICIAL RECORDING COVER PAGE**

Page 1 of 3

**Document Type:** ASSIGNMENT OF MORTGAGE -  
CORPORATE**Transaction Reference:** eSecureFile : [REDACTED]**Document Reference:****Transaction #:****Document Page Count:****Operator Id:****RETURN TO:** (Simplifile)

First American Mortgage Solutions - EAST COCALICO  
TOWNSHIP  
3 FIRST AMERICAN WAY  
SANTA ANA, CA 92707  
(817) 961-2308

**SUBMITTED BY:**

First American Mortgage Solutions - EAST COCALICO  
TOWNSHIP  
3 FIRST AMERICAN WAY  
SANTA ANA, CA 92707

**\* PROPERTY DATA:**

Parcel ID #:

Municipality:

School District:

**\* ASSOCIATED DOCUMENT(S):****FEES / TAXES:**

RECORDING FEE: ASSIGNMENT OF MORTGAGE - CORPORATE	\$13.00
CRC #6544	\$2.00
RIF #6543	\$3.00
WRIT TAX	\$0.50
PA SURCHARGE #6548	\$40.25
<b>Total:</b>	<b>\$58.75</b>

INSTRUMENT # : 6698964

RECORDED DATE: 08/19/2022 04:14:46 PM

I hereby CERTIFY that this document is  
recorded in the Recorder of Deeds Office in  
Lancaster County, Pennsylvania.



Ann M. Hess  
Recorder of Deeds

**PLEASE DO NOT DETACH****THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT**

NOTE: If document data differs from cover sheet, document data always controls.

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**PENNSYLVANIA**  
COUNTY OF LANCASTER  
LOAN NO. [REDACTED]

[REDACTED]  
WHEN RECORDED MAIL TO:

FIRST AMERICAN MORTGAGE SOLUTIONS, 1795 INTERNATIONAL WAY, IDAHO FALLS, ID 83402, PH. 208-528-9895

### **ASSIGNMENT OF MORTGAGE**

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt whereof is hereby acknowledged, **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS")**, AS MORTGAGEE, AS NOMINEE FOR **BROKER SOLUTIONS, INC. D/B/A NEW AMERICAN FUNDING**, ITS SUCCESSORS AND ASSIGNS located at 1901 E VOORHEES STREET SUITE C, DANVILLE, IL 61834 or P.O. Box 2026, FLINT, MICHIGAN 48501-2026, Assignor, does hereby grant, bargain, assign, transfer, convey, and set over unto **BROKER SOLUTIONS, INC. D/B/A NEW AMERICAN FUNDING** located at 11001 LAKELINE BLVD #325, AUSTIN, TX 78717, Assignee, its successors and assigns, that certain Mortgage dated **JULY 02, 2020** executed by **JARRED FOX, AN UNMARRIED MAN**, Mortgagor, to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS")**, AS MORTGAGEE, AS NOMINEE FOR **BROKER SOLUTIONS, INC. D/B/A NEW AMERICAN FUNDING**, ITS SUCCESSORS AND ASSIGNS, Original Mortgagee, in the amount of **\$176,739.00** and recorded on **JULY 06, 2020** in the Office of the Register, Recorder, or County Clerk of **LANCASTER** County, State of **PENNSYLVANIA**, as Document No. **6531182**, more particularly described and commonly known as:

**AS DESCRIBED IN SAID DEED OF TRUST**

Property Address: **94 E CHURCH ST., STEVENS, PA 17578**

**TOWNSHIP OF EAST COCALICO**

TOGETHER WITH all rights, title, and interest in and to the premises, accrued or to accrue under said Mortgage.

TO HAVE AND HOLD the same unto Assignee, its successors and assigns, to Assignees proper use and benefit.

IN WITNESS WHEREOF, the undersigned has caused this Instrument to be executed on **AUGUST 18, 2022**.

**MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS")**, AS MORTGAGEE, AS NOMINEE FOR **BROKER SOLUTIONS, INC. D/B/A NEW AMERICAN FUNDING**, ITS SUCCESSORS AND ASSIGNS

  
\_\_\_\_\_  
**ADDISON RICE, VICE PRESIDENT**

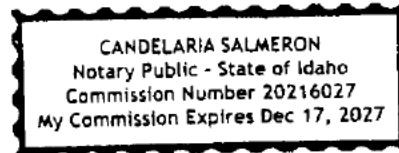


STATE OF IDAHO COUNTY OF BONNEVILLE ) ss.

On AUGUST 18, 2022, before me, CANDELARIA SALMERON, personally appeared ADDISON RICE known to me to be the VICE PRESIDENT of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS MORTGAGEE, AS NOMINEE FOR BROKER SOLUTIONS, INC. D/B/A NEW AMERICAN FUNDING, ITS SUCCESSORS AND ASSIGNS the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

*Candelaria Salmeron*

CANDELARIA SALMERON (COMMISSION EXP.  
12/17/2027)  
NOTARY PUBLIC



I do hereby certify that the precise address of the Assignee Residence is:

BROKER SOLUTIONS, INC. D/B/A NEW AMERICAN FUNDING, 11001 LAKELINE BLVD #325,  
AUSTIN, TX 78717

*Addison Rice*  
ADDISON RICE, VICE PRESIDENT

LOAN NO.: